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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

THE TRAVELERS INDEMNITY COMPANY,  
THE PHOENIX INSURANCE COMPANY,  
TRAVELERS PROPERTY CASUALTY  
COMPANY OF AMERICA and THE  
TRAVELERS INDEMNITY COMPANY OF  
CONNECTICUT,

Plaintiffs,

- against -

ALLIANCE MECHANICAL GROUP, INC.,  
Defendant.

**COMPLAINT**

Case No.

Plaintiffs, The Travelers Indemnity Company (“Travelers Indemnity”),  
The Phoenix Insurance Company (“Phoenix”), Travelers Property Casualty Company of  
America (“Travelers Property”) and The Travelers Indemnity Company of Connecticut  
(“Travelers Connecticut”), by their attorneys Putney, Twombly, Hall & Hirson LLP, as and  
for their complaint allege as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Travelers Indemnity is a corporation duly organized under the laws of the  
state of Connecticut with its principal place of business in Hartford, Connecticut.
2. Phoenix is a corporation duly organized under the laws of the state of  
Connecticut with its principal place of business in Hartford, Connecticut.

3. Travelers Property is a corporation duly organized under the laws of the state of Connecticut with its principal place of business in Hartford, Connecticut.

4. Travelers Connecticut is a corporation duly organized under the laws of the state of Connecticut with its principal place of business in Hartford, Connecticut.

5. Upon information and belief, defendant Alliance Mechanical Group, Inc. (“Alliance Mechanical”) is a construction and energy corporation organized under the laws of the state of New York with a principal place of business in New York, New York.

6. The amount in controversy exceeds the sum of \$75,000 exclusive of interest and costs. This Court has jurisdiction of this action pursuant to 28 U.S.C. §1332, in that there is diversity of citizenship between the parties.

7. Venue is proper pursuant to 28 U.S.C. § 1391(c).

#### **STATEMENT OF FACTS**

8. Travelers Indemnity issued to Alliance Mechanical an Auto Insurance Policy No. BA 2H296651 for the policy period August 14, 2018 to August 14, 2019 (the “Travelers Indemnity Policy”).

9. Phoenix issued to Alliance Mechanical a Workers’ Compensation and Employers Liability Policy No. UB-8K548405 for the period August 14, 2018 until cancelled (“the Phoenix Policy”).

10. Travelers Property issued to Alliance Mechanical a Workers Compensation and Employers Liability Policy No. UB-2H296651 for the period August 14, 2017 to August 14, 2018. Travelers Property also issued to Alliance Mechanical a General Liability Policy No. CO 2H296651 for the period August 14, 2017 to August 14, 2018 (collectively “the Travelers

Property Policies”).

11. Travelers Connecticut issued to Alliance Mechanical a General Liability Policy No. CO 2H296651 for the period August 14, 2018 until cancelled.

12. Pursuant to the Policies between Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut and Alliance Mechanical, Alliance Mechanical agreed to pay to Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut a premium for the Policies. Pursuant to the Policies between Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut and Alliance Mechanical, Alliance Mechanical’s premium may be based on estimates, subject to computation of a final actual premium when complete information about Alliance Mechanical’s actual exposures was available.

#### COUNT I

**PLAINTIFFS, COMPLAINING OF THE DEFENDANT,  
AS AND FOR A FIRST CLAIM FOR RELIEF, ALLEGE AS FOLLOWS:**

13. Plaintiffs Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut repeat and reallege the allegations of paragraphs 1 through 12 as though fully set forth herein.

14. Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut have duly performed all the conditions of the Policies, in their part.

15. In accordance with the terms of the contracts, Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut conducted physical and estimated audits of Alliance Mechanical which resulted in billings of \$27,439.91 for the Travelers Indemnity Policy,

\$19,553.32 for the Phoenix Policy, \$43,204.48 for the Travelers Property Policies and \$281,157.61 for the Travelers Connecticut Policy.

16. Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut have duly sent to Alliance Mechanical invoices for the insurance premiums thus due and owing under the Policies. Alliance Mechanical has refused and neglected to pay the premium or any part thereof.

17. The Policies remained in full force and effect through each date of termination and Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut fully performed all terms and conditions of the Policies and Alliance Mechanical received the benefit thereof.

18. Alliance Mechanical has thus materially breached the contracts of insurance and has failed and neglected to perform the conditions of said contracts on its part, in failing to pay to Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut the sum due and owing for premiums under the Policies.

19. By reason of the foregoing, Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut have been damaged in the amount of \$371,355.32.

**COUNT II**

**PLAINTIFFS, COMPLAINING OF THE DEFENDANT,  
AS AND FOR A SECOND CLAIM FOR RELIEF, ALLEGE AS FOLLOWS:**

20. Plaintiffs Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut repeat and reallege the allegations of paragraphs 1 through 19 as though more fully set forth herein.

21. From on or about August 14, 2017 through August 14, 2019 Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut provided insurance coverage and other beneficial services to Alliance Mechanical. Said services, among others, included providing insurance coverage pursuant to policies of insurance and handling and investigating claims.

22. Alliance Mechanical has received the value of the insurance coverage thus provided and agreed to pay for same.

23. The reasonable value of the insurance coverage thus provided and not paid for is \$371,355.32.

24. By virtue of the value of said insurance coverage, there is due to Travelers Indemnity, Phoenix, Travelers Property and Travelers Connecticut from Alliance Mechanical the total sum of \$371,355.32.

**WHEREFORE**, plaintiffs demand judgment against the defendant as follows:

1. On the first count, compensatory damages in the amount of \$371,355.32 with interest thereon;


2. On the second count, compensatory damages in the amount of \$371,355.32 with interest thereon;

3. Awarding plaintiffs attorney's fees, costs and disbursements of this action; and
4. Awarding plaintiffs such other, further, or different relief as to this court may

seem just and proper.

Dated: New York, New York  
January 24, 2020

**PUTNEY, TWOMBLY, HALL & HIRSON LLP**

By: 

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